



RECORDATION NO. **18880-A**
AUG 15 1994 -3 10 PM
INTERSTATE COMMERCE COMMISSION

The David J. Joseph Company
August 11, 1994

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, DC 20423

Dear Ms. Lee:

Enclosed is an original and one copy of the Memorandum of Options, Rights of First Refusal and Remarketing rights dated June 29, 1994 between the following parties:

Seller: The David J. Joseph Company
300 Pike Street,
Cincinnati, OH 45202

Buyer: Star Bank, N.A.
425 Walnut Street
Mail Location 8135
Cincinnati, OH 45201-1038

The lease to which this document is connected is recorded under Recordation No. 18880.

Please see Schedule I attached hereto, showing the equipment involved in this transaction.

Please file this agreement as a secondary document. The amount of \$18.00 is included in the enclosed check.

Sincerely,

THE DAVID J. JOSEPH COMPANY

Julia R. Jones
Documentation Assistant

Enclosures

Railroad Equipment Leasing
and Marketing Division

300 Pike Street
Cincinnati, Ohio 45202-4214
(513) 621-8770
FAX (513) 345-4397

Mail Address:
P.O. Box 1078
Cincinnati, OH 45201-1078

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

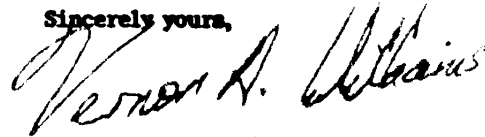
AUGUST 15, 1994

JULIA R. JONES
THE DAVID J. JOSEPH COMPANY
P O BOX 1078
CINCINNATI OH 45201-1078

Dear MS. JONES:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/15/94 at 3:10PM, and assigned recordation number(s). 18880-A and 18880-B, 18931, 18932

Sincerely yours,

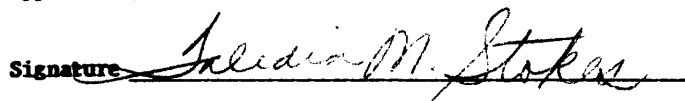


VERNON A. WILLIAMS
ACTING SECRETARY

Enclosure(s)

\$ 72.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one stamped on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



RECORDATION NO. 18880-A FILED 1425

AUG 15 1994 -3 10 PM

INTERSTATE COMMERCE COMMISSION

**MEMORANDUM OF OPTIONS, RIGHTS OF FIRST REFUSAL AND
REMARKETING RIGHTS**

This Memorandum of Options, Rights of First Refusal and Remarketing Rights (the "Memorandum") is entered into as of the 29th day of June, 1994 by and between The David J. Joseph Company, a Delaware corporation ("Seller") and Star Bank, N.A., a national banking association ("Buyer").

WITNESSETH:

WHEREAS, Buyer and Seller are parties to that certain Purchase and Sale Agreement dated as of June 29, 1994 (the "Agreement") pursuant to which the Buyer purchased Seller's entire right, title and interest in and to the railroad cars identified on Schedule 1 attached hereto (collectively, the "Cars");

WHEREAS, all of the Cars are subject to the Lease identified on Schedule 1 (the "Lease");

WHEREAS, in connection with the transactions contemplated by the Agreement, Buyer granted Seller certain options, rights of first refusal and remarketing rights, which the parties intend will operate as a lien on the Cars;

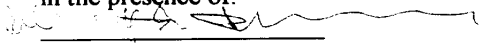
NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein and in the Agreement, the parties do hereby confirm that the options, rights of first refusal and remarketing rights granted Seller by Buyer pursuant to the Agreement shall operate as a lien on said Cars and said Cars shall not be sold, leased or otherwise transferred by Buyer except in accordance with and subject to the terms and provisions of said options, rights of first refusal and remarketing rights.

Upon expiration or termination of said options, rights of first refusal and remarketing rights referred to herein, Seller and Buyer shall file an instrument with the Interstate Commerce Commission terminating said options, rights of first refusal and remarketing rights of record.

This Memorandum, being further documentation of the sales, conveyances and transactions contemplated by the Agreement, neither expands upon nor limits the rights and obligations of the parties under the Agreement.

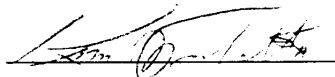
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date and year first above written.

Signed and acknowledged
in the presence of:



John A. Maurer

STAR BANK, N.A.

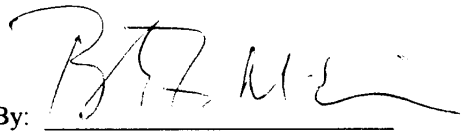
By: 

Title: Vice President

Signed and acknowledged
in the presence of:

Steven E. Ward
Linda M. Baughman

THE DAVID J. JOSEPH COMPANY


By: 

Title: Vice President

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this 29th day of June, 1994, before me the subscriber, James H. Goetz, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Douglas F. McMillan to me personally known, who stated and acknowledged that he is the Vice President of The David J. Joseph Company, a Delaware corporation, and duly authorized by authority of the Board of Directors or by-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of June, 1994.


(Notary Signature)

My commission expires:

JAMES H. GOETZ
Notary Public, State of Ohio
My Commission Expires July 10, 1995

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

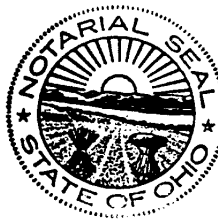
On this 29th day of June, 1994, before me the subscriber, JANE A. MOELLER, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Kim J. Trombetta to me personally known, who stated and acknowledged that he is the Vice President of Star Bank, N.A., a national banking association, and duly authorized by authority of the Board of Directors or by-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of June, 1994.

Jane A. Moeller
(Notary Signature)

My commission expires:

3/16/98



Jane A. Moeller
Notary Public, State of Ohio
My Commission Expires March 16, 1998

SCHEDULE I
TO
MEMORANDUM OF OPTIONS, RIGHTS OF FIRST REFUSAL AND
REMARKETING RIGHTS

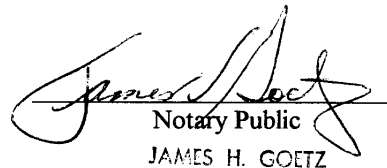
LEASE: Dated June 6, 1994 between AMG Resources Corporation as Lessee and The David J. Joseph Company as Lessor.

CARS: Sixty (60), 1974 Thrall built, 4,000 cubic capacity, rotary dump gondola railcars currently bearing reporting marks as follows:

AMGX 4101-AMGX 4160, inclusive

CERTIFICATE

The undersigned, James H. Goetz, a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.

A handwritten signature in cursive script, reading "James H. Goetz", is written over a horizontal line.

Notary Public

JAMES H. GOETZ

Notary Public, State of Ohio

My Commission Expires July 10, 1995